

**DTV Cargo Insurance Conditions 2000  
(DTV Cargo 2000)**

November 2000 Version

**Open Policy**

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| <p><b>1. Subject matter of the insurance</b></p>   | <p>3.1.2 Goods returned following an insured loss recoverable under this policy should not be subject to declaration.</p>  |
| <p>1.1 The insurance covers all types of goods or the category of goods named in the policy to be insured by the Policyholder either for his own account or for account of a third party in accordance with accepted commercial principles. Cover is not provided, therefore, for goods in which the Policyholder has no legal or economic interest, even if he is obliged to insure them for a third party and receives a payment to do so.</p> | <p>3.1.3 Unless otherwise agreed, the Insurer is discharged from liability without obligation to give notice of cancellation if the Assured fails to make a declaration or submits an erroneous declaration, unless it can be established that the Policyholder observed his duty as a prudent businessman and that he submitted or corrected the declaration immediately upon becoming aware of the error.</p>  |
| <p>1.2 If an insurable interest arises after commencement of the transport, cover is provided under the terms of this policy on condition that the Assured is aware neither of the occurrence of any loss events nor of the existence of material facts meriting disclosure.</p>   | <p>3.1.4 The Insurer shall be entitled to cancel the policy without notice if the Policyholder deliberately breaches his duty of declaration. The Insurer shall be entitled to the premiums that would have been payable up to cancellation had the contract not been breached.</p>  |
| <p>1.3 Unless otherwise agreed, the insurance does not cover goods that are not named in the policy unless the premium and the scope of cover were agreed before commencement of the transport.</p>  | <p>3.1.5 Unless otherwise agreed, cover for the following risks is subject to prior written agreement:</p> <ul style="list-style-type: none"><li>- cover irrespective of who is carrying the risk;</li><li>- storage beyond the time defined in No. 9.1 of DTV Cargo 2000</li><li>- increased value, DIC and/or DIL, contingency insurance, and the separate cover of the interests named in No. 1.1.3 of DTV Cargo 2000 such as duty, freight etc.</li><li>- exhibitions, trade fairs and other events</li><li>- periods of storage or warehousing in packaging companies</li></ul> |
| <p><b>2. Open cover</b></p>  | <p>3.2 Summarised declaration</p>  |
| <p>2.1 Unless otherwise agreed, the open cover policy obliges the Assured to declare as per No. 3 below any transport and storage named in the policy.</p>   | <p>3.2.1 If explicitly agreed, the Assured is not obliged to declare each individual shipment and period of storage. Depending on the agreed terms, he shall disclose his insured turnover in said transactions on a monthly, quarterly, half-yearly or yearly basis at the end of the respective period. The turnover may be broken down by country group or other category.</p>  |
| <p>2.2 The Insurer provides cover for any transport and storages under the terms and conditions defined in the policy.</p>   | <p>3.2.2 The provisions stated in Nos. 3.1.2 - 3.1.5 shall apply correspondingly.</p>  |
| <p><b>3. Declaration procedure</b></p>   | <p>3.2.3 Unless otherwise agreed, at the beginning of the insurance, the Insurer is entitled to request advance payment of the annual premium, which will be adjusted when the Assured's actual annual turnover is known.</p>  |
| <p>3.1 Individual declaration</p>  | <p><b>4. Limits</b></p>  |
| <p>3.1.1 The Assured shall declare immediately each individual transport and storage covered by the policy, giving details of the respective insured values. The declaration shall detail the commodity, type of packaging, means of transport and route, and also state whether the goods are loaded via lighter. The Assured shall further disclose all circumstances that the Insurer has queried expressly.</p>                              | <p>4.1. Maximum sum insured</p>  |

4.1.1 Unless otherwise agreed, the limits agreed are regarded as maximum sums insured. If the total sum insured of goods named in the policy on a single means of transport or in a single fire-protected separate store exceeds this limit, the individual sums insured shall be reduced in such proportion as the limit bears to the total sum insured.

4.1.2 This provision shall not apply if, after inception of the policy, carriers or forwarders load various consignments together on a single means of transport or store them together in a single storage site and this was beyond the control of the Assured. The same shall apply if goods are additionally loaded or stored - beyond the Assured's control - in transit in a place of transshipment.

The Insurer shall be informed without delay if the limit is exceeded.

4.1.3 Unless otherwise agreed, expenses and costs as well as any other damages shall not exceed the agreed limits. No. 2.3.3 of DTV Cargo 2000 remains unaffected.

4.2 Limit of indemnity

4.2.1 Unless otherwise agreed, the limits defined in the contract are maximum limits of indemnity. Where No. 3.2 applies, the sum insured is understood to be the insured value as per No. 10 DTV Cargo 2000.

4.2.2 The provisions under Nos. 4.1.2 and 4.1.3 shall apply correspondingly.

## 5. Premiums

5.1 Individual declaration

Premiums at the agreed rates, plus tax and ancillary costs, shall be invoiced at the end of each agreed period.

5.2 Summarised declaration

Unless otherwise agreed, the Insurer shall provisionally invoice the Assured for the annual (quarterly) deposit premium based on the Assured's estimated annual turnover. The invoice includes premiums for covering political risks.

A final invoice taking into account the deposit premium already paid shall be drawn up after the policy year.

5.3 Due date

The right to the premium shall arise upon inception of the policy and is due upon issue of the invoice. The premium is payable at the latest within 14 days following receipt of the invoice.

## 6. Policy

6.1 The terms of the open policy shall be considered approved by the Assured unless contested within a month of said policy's issue. The open cover shall not be considered a policy in either the legal sense or as per DTV Cargo 2000.

6.2 The Assured is entitled to request the Insurer to provide a signed certificate documenting an individual transport (policy certificate). The certificate shall be considered a policy in both the legal sense and as per DTV Cargo 2000. The provisions relating to the approval of terms shall, however, not apply.

## 7. Notice of cancellation

7.1 Cancellation to the end of the insurance period

The policy will renew automatically for a further year unless cancelled by either party at the end of the insurance period with three months' prior notice.

7.2 Cancellation in the event of loss/damage

Either party is entitled to cancel the policy in the event of an insured loss or damage. Notice of cancellation must be made in writing and reach the respective party not later than one month after the conclusion of negotiations on the indemnification. The Insurer must observe a period of notice of one month. If the Assured gives notice, he may decide whether cancellation is to take effect immediately or at a later date, at the latest, however, at the end of the current period of insurance.

7.3 State of war

Final wording pending decision by EC.

7.4 Effective date of cancellation

7.4.1 Risks commenced before the cancellation came into effect shall remain in force until the termination of said risks.

7.4.2 The cancellation of cover for goods in storage (with the exception of storage in the ordinary course of transit) shall take effect on the next expiry date, at the latest, however, one month after notice of cancellation.

7.5 Notice of cancellation

If a broker receives a notice of cancellation from the Insurer, this declaration is considered as having been received by the Assured as well.

## 8. Withdrawal in the event of Insurer insolvency

In the event of insolvency or impending insolvency on the part of the Insurer, the Assured shall be entitled to withdraw from the contract or find alternative cover at the Insurer's expense. The Insurer can prevent the operation of this right by issuing a security provision.

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